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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

JUL 29 1993
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of) MM Docket No. 93089
AURIO A. MATOS) File No. BPH-911114MS
LLOYD SANTIAGO-SANTOS and LOUDRES) File No. BPH-911115MP
RODRIGUES BONET)
For Construction Permit for a New)
Station on Channel 293A in)
Culebra, Puerto Rico)
To: Honorable Joseph P. Gonzalez
Administrative Law Judge

OPPOSITION TO PETITION TO ENLARGE ISSUES

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Summary

Aurio A. Matos ("Matos") and Lloyd Santiago-Santos and Lourdes Rodriguez Bonet ("Santiago and Rodriguez") are competing applicants for a new FM facility licensed to Culebra, Puerto Rico. Santiago and Bonet filed a Petition to Enlarge Issues ("Petition") requesting the designation of financial certification and site availability issues against Matos.

The Petition should be dismissed without further consideration because it is fatally untimely. A majority of the facts relied upon by Santiago and Rodriguez were knew or should have been known to them at the time Matos filed his application. The remaining facts were available to them by May 5, 1993, so the Petition, in the best light, is a month late.

If considered on its merits, the Petition must fail because it does not comply with § 1.229 of the Commission's Rules. 47 C.F.R. § 1.229. It fails to raise any substantial questions of material facts concerning either the availability of Matos' site or the availability of the financing sources he identified in his application. Nor is the Petition supported by a single affidavit of a person with first hand knowledge of any "facts" that might discredit Matos' site or financing plan.

The Petition is purely speculative and nothing more than a late filed "fishing expedition." It should be dismissed as untimely and/or denied on its merits.

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OPPOSITION TO PETITION TO ENLARGE ISSUES

Aurio A. Matos ("Matos"), by his counsel and pursuant to §§ 1.45(a) and 1.229(d) of the Commission's Rules, opposes the Petition to Enlarge Issues ("Petition") filed by Lloyd Santiago-Santos and Lourdes Rodriguez ("Santiago and Rodriguez" or the "Petitioners") on June 22, 1993.^{1/}

1. The Petition seeks the addition of financial qualification and site availability issues against Matos. The petition is grossly untimely. Notwithstanding their affirmative burden to do so, 47 C.F.R. § 1.229(c), Santiago and Rodriguez have failed to demonstrate why it could not have been filed in a timely matter. Thus, the Petition should be dismissed without further consideration. 47 C.F.R. § 1.229(c). See, also, Great Lakes Broadcasting, Inc., 6 FCC Rcd 4331, 4332 (¶ 7) (1991) (Untimely petition to enlarge issues denied where petitioner failed to show that facts it relied on could not have been discovered in a timely

^{1/} This Opposition is timely filed. See, 47 C.F.R. §§ 1.4, 1.294(c).

manner).

2. Further, the Petition does not contain any specific allegations of fact that raise a substantial and material question about Matos' qualifications, as required by § 1.229(d). Therefore, the Petition does not raise any prima facie question about Matos' site or financial qualifications.

A. The Petition is Fatally Untimely

3. Santiago and Rodriguez' claim the petition was timely filed in accordance with § 1.229(b)(3) because it was "filed within 15 days of the discovery of facts in support hereof." Petition at ¶ 1. In order to rely on that section, however, the "discovered facts" must be newly discovered. Neither the "facts" Santiago and Rodriguez rely on, nor the documents they cite for support were "newly" discovered as of 15 days before the Petition was filed.

4. The Petition, according to Santiago and Rodriguez, is premised upon the following documents: Matos' application, a letter to Matos from Southern Mortgage Company ("SOMO") dated November 4, 1991, and a letter from Carlos J. Colón Ventura concerning Matos' site dated September 23, 1991. Petition at p. 2, n. 1.^{2/} Matos' application has not been amended since April 26, 1993.

5. Matos identified SOMO as his source of a financial

^{2/} Santiago and Rodriguez also claim reliance on a Special Use Permit they obtained from the U.S. Department of the Interior, Fish and Wildlife Service, dated March 15, 1993. The permit covers the period from October 1, 1992 to September 31, 1993. The evidence

commitment in his application in November 1991.^{3/} He identified Mr. Colon-Ventura's tower as the location of his antenna and transmitter in his application.^{4/} Thus, these are clearly not "newly discovered" facts.

6. The letters from SOMO and Colón Ventura were provided to Santiago and Rodriguez on May 5, 1993 as part of Matos' response to the standardized document production request. Thus, even assuming, arguendo, that Santiago and Rodriguez's diligence were not to have run from the filing of the application, all of the documents Santiago and Rodriguez relied on to file the petition were available to them by May 5, 1993. The instant petition should have been filed by May 20, 1993, but was not filed until June 22, 1993. The one month delay is not explained.

7. The Commission has recently stressed that given the agency's concerns about "administrative finality," it will not allow hearings on additional issues "to explore matters that are easily discoverable initially and only deemed crucial 'when seen from the highlight of hindsight.'" Evergreen Broadcasting Company, 7 FCC Rcd 6601, 6603 (¶ 10) (1992), citing Omaha TV 15, 4 FCC Rcd 730, 731 (¶ 7) (1988). See also, Eve Ackerman, 8 FCC Rcd ____ (FCC 93-308, released June 23, 1993, p. 2, ¶¶ 7-9) (applicant must present petition regarding opponent's qualifications as early as possible, citing Colorado Radio Corp. v. F.C.C., 1883 F.2d 24, 26 (D.C. Cir. 1941)).

^{3/} See, Matos Form 301 Application, Section III, Item 3.

^{4/} Id., Section V-B, Item 2(b), 3; Section VII, Item 3.

8. The burden is on Santiago and Rodriguez to show "good cause" for late filing. 47 C.F.R. § 1.229(c); See, also, Great Lakes, supra. As a result, the Presiding Judge should dismiss the Petition without consideration of the "substance," simply because of its untimeliness.^{5/}

**B. The Petition Does Not Make
A Prima Facie Showing On Either Issue**

(1) The Financial Issue

9. The Petition seeks the addition of the following two financial issues:

a. To determine whether Matos was financially qualified to construct and operate its proposed facilities when he filed his Form 301 application.

b. To determine whether Matos is presently financially qualified to be a Commission licensee.^{6/}

Matos is, and always has been, financially qualified. His financing proposal has not changed since his application was filed in November 1991, yet it took Santiago and Rodriguez until this late date to question the sufficiency of Matos' showing.^{7/}

^{5/} Indeed, Santiago and Rodriguez do not even include any statement by either principal verifying either the review or authorization of the filing of the Petition. Moreover, they have not included the "specific allegations of fact sufficient ... to show that grant of the [Matos] application is not in the public interest." 47 U.S.C. § 309(d)(1). Where, as in this case, the moving party's allegations do not even meet the statutory standard, they cannot form the basis for an evidentiary hearing. Gencom, Inc. v. F.C.C., 832 F.2d 171, 181 (D.C. Cir. 1987); U.S. v. F.C.C., 652 F.2d 72, 90 (D.C. Cir. 1980).

^{6/} Petition at ¶ 2.

^{7/} It should be noted that the petitioners do not call into question the truthfulness of Matos' financial representations, merely the sufficiency.

10. In his application, Matos estimated that the cost of construction and initial operation of the Culebra facility would be \$228,600.00. Matos Application, Section III, Item 2. To meet that cost, Matos listed two sources of funds: a savings account which he stated a balance of \$67,067.98, and a loan from SOMO for \$250,000.00. Id., Item 3. Matos' sources of funds totalled \$317,067.78, i.e., \$88,467.98 in excess of his estimated costs. The SOMO letter alone provided a cushion of more than \$21,000 over estimated costs.

11. On May 5, 1993, Matos provided Santiago and Rodriguez with copies of a letter from the Cooperativa de Ahorra y Credito de Mayaguez (the "Cooperativa") verifying that he had an account with a balance of \$67,067.98 on November 4, 1991 and a letter from SOMO dated November 4, 1991 indicating its willingness to loan Matos \$250,000.00 to cover construction and initial operating expenses.

12. Without a scintilla of evidence to support the assertion, the Petitioners allege that the \$67,067.98 Matos had in the Cooperativa account was never intended and/or is not now available to cover construction and initial operation costs of the new

financial issue merely on the basis of petitioner's skepticism or surmise about a source of funds. F.E.M. Ray, Inc., 6 FCC Rcd 4238 (Rev. Bd. 1991), aff'd in pertinent part, 7 FCC Rcd 848 (¶ 5) (1992), recon. den., 7 FCC Rcd 4606 (1992).

13. In Armando Garcia, 3 FCC Rcd 1065 (Rev. Bd. 1988), an applicant's reliance on his wife's retirement/pension plan for construction and initial operation costs was found proper. The Board's conclusion was grounded in her representation that she would use the proceeds of the fund to finance the construction, her investigation of the amount of money that was in the fund before

is broad. To further the goal of inclusion of legitimate non-bank institutions in the business of lending money in the funding communication ventures, the Commission decided that only "questionable entities" will be required to demonstrate that they have funds available to meet the total commitments they have made. Fourth Report and Order on Rural Cellular, 4 FCC Rcd 2542, 2547 (¶ 31) (1989). Absent substantial and material questions of fact that would cause the applicant to question its purported lender's ability to meet the commitment at the time of certification, the applicant's reliance on the lender is proper. Algreg Cellular Engineering, 6 FCC Rcd 2921, 2927 (¶ 35) (Com. Car. Bur. 1991).^{8/}

16. When it issued the letter to Matos, SOMO was a member of the Mortgage Bankers Association of Puerto Rico. According to the Caribbean Business to Business Guide, 1993 Ed., SOMO is the eighth largest mortgage bank in Puerto Rico. Id., p. 140. See, Exhibit 3. The value of loans it had originated as of December 31, 1991 was \$19,500,000.00. Id.

17. The Petitioners also allege that the November 4, 1991 letter from SOMO to Matos, when examined in the best light possible, "fails to provide reasonable assurance of a present intention on the part of SOMO to enter into a loan with Mr. Matos. Petition at ¶ 5. In any light, the SOMO loan commitment letter satisfies the Commission's "reasonable assurance" test.

^{8/} Of course, any question the Petitioners had with respect to SOMO's ability to lend \$250,000.00 should have been made within 30 days of the release of the Hearing Designation Order in this proceeding. See, 47 C.F.R. § 1.229(b)(1). See also, Great Lakes, supra.

18. In his Declaration, which is Exhibit 1 hereto, Mr. Matos explains the facts and circumstances in which he came to rely upon the SOMO letter in support of his financial certification.^{9/}

19. At the end of October 1991, Mr. Matos met with Annie Rodriguez Seda, at that time the manager of the Mayagüez, Puerto Rico branch of SOMO, which had financed the purchase of a house that he owned. (Exhibit 1, p. 1). During his first meeting with Ms. Rodriguez, he explained his financial situation, including a detailed discussion of his assets and liabilities, and a complete description of his lands and properties. Id., p. 2. Mr. Matos also explained his plans for the construction and operation of the station in Culebra. Id. They discussed the terms that SOMO would include in a loan. Id.

20. The following week, during a follow-up meeting, Ms. Rodriguez explained that SOMO had conducted a check of Mr. Matos' credit history, that it had investigated the information regarding his assets and that it would provide a letter demonstrating the availability of \$250,000 to construct and operate the station in Culebra. (Exhibit 1, p. 2). Using the sample letter that had been sent me by counsel, Ms. Rodriguez indicated that she would send the completed letter as soon as possible. Id. Mr. Matos based his certification of the availability of funds from SOMO on that letter. Id.

21. The relevant inquiry, according to the Commission, into

^{9/} A complete translation of Mr. Matos' Declaration is contained in Exhibit 2 hereto.

whether or not a letter is satisfactory requires examination of the following factors:

Whether the bank has a long and established relationship with the borrower sufficient to infer that the lender is thoroughly familiar with the borrower's assets, credit history, current business plan and similar data; or (2) the prospective borrower has provided the bank with such data, and the bank is sufficiently satisfied with this financial information that, *ceteris paribus*, a loan in

collateral (Matos' personal guaranty) and conditions for final approval (acquisition of the FCC license). The Declaration of Aurio Matos, which is Exhibit 1 hereto, confirms that there was discussion of not only his financial status, but the terms of the loan as well. Thus, the letter on its face, rises above the level of an "accommodation letter." See, e.g., Harrison County Broadcasting Co., 6 FCC Rcd 5819, 5821 (¶ 12) (Rev. Bd. 1992). See also, Annette B. Goodwin, 8 FCC Rcd ____ (FCC 93R-28, released June 17, 1993), at ¶ 8 (applicant provided sufficient information to lender and specific terms discussed; financial issue correctly denied).^{10/}

23. The Commission is not in the business of judging the prudence of an institution's lending practices. Id. at ¶ 14. The Petitioners raise no evidence to suggest that SOMO does not intend to carry through with its commitment and cites no case law to support their assertion that the letter is deficient.

24. In addition, Petitioners provide no affidavits from persons with personal knowledge of facts that would place SOMO's commitment or Matos' representations into question. Thus, the Petition does not meet the requirements set for in § 1.229(d) of

^{10/} The Petitioners cite Marlin Broadcasting of Central Florida, 4 FCC Rcd 7945 (Rev. Bd. 1989), recon. denied, 5 FCC Rcd 322 (1990), review denied, 5 FCC Rcd 5751 (1990), for support, but the facts in the instant case are distinguishable. Unlike the applicant in Marlin, there is no evidence that Matos failed to provide the bank with adequate financial documentation, and the letter recites the bank's reliance on Matos' personal guarantee. Matos' declaration recites that he provided the bank a detailed explanation of both his assets and liabilities. Moreover, SOMO informed him that it had conducted a credit "check" and had determined that Matos had a good credit history.

the Rules. 47 C.F.R. § 1.229(d).

25. Petitioners are on a very late-filed fishing expedition, and have failed to make the prima facie showing of substantial and material questions of fact concerning Matos' financial qualifications and/or any misrepresentation that arose from his certification as required for designation of a financial issue. See, Gencom, Inc. v. FCC, 832 F.2d 171 (D.C. Cir. 1987); Scott and Davis Enterprises, Inc., 88 FCC 2d 1090, 1097 (Rev. Bd. 1982).

(2) The Site Issue

26. Despite having known the location that Matos proposed for his transmitter site since the date the application was filed, and the content of his written assurance from the site owner since May 5, 1993, Santiago and Rodriguez at this late date seek the addition of the following two site issues:

a. To determine whether Matos had at the time the application was filed reasonable assurance that the proposed transmitter site was available for its intended purpose.

b. To determine whether Matos presently has reasonable assurance of the availability of the proposed antenna site.

27. Santiago and Rodriguez contend that Matos' letter from the site owner is insufficient to demonstrate the requisite "reasonable assurance" of site availability. Petition at ¶ 12. The Petitioners cite Webster Fuller Communications Associates, 3 FCC Rcd 6967 (Rev. Bd. 1988) for support of their position, but that case is inapposite to the facts in the instant case.

28. In Webster Fuller, the applicant was specifically advised by the site owner that unless the site was purchased by the

applicant, there would be no construction on the site. An affidavit from the site owner, confirming that his land could not be used without a contract for purchase, was presented as evidence of the lack of reasonable assurance.

29. The Petitioners offer no such affidavit from Mr. Colón Ventura. In fact, the only document offered by Petitioner is one signed by Mr. Colón Ventura is the letter, dated before Matos filed his application, in which Colón Ventura endorses the Matos proposal and permission for Matos to locate his transmitter at the WSAN site. Petition, Exhibit 3.

30. The unchallenged representation of Mr. Colón Ventura that his site was available for use by Matos is sufficient to provide "reasonable assurance" of the site's availability to Matos. Gencom, Inc. v. FCC, 832 F.2d 171 (D.C. Cir. 1987). All that is necessary for "reasonable assurance" is "...some indication of a site owner's favorable disposition towards making an arrangement with the applicant." National Innovative Programming Network, Inc., 2 FCC Rcd 5641 (¶ 11) (1987). Informal telephone contacts can suffice, with rent and other details left to be negotiated at an "undetermined future date." Id.

31. The Petitioners have failed to demonstrate that Matos' antenna and transmitter will not be allowed to co-locate with Mr. Colón Ventura's WSAN facility. WSAN's tower and transmitter site is leased from the U.S. Department of Interior's Fish and Wildlife Service pursuant to a Special Use Permit (the "Permit"). Petitioner's cite to a general condition of the permit which

states:

"This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any interest or person not mentioned in this permit."

Special Use Permit, Petition Exhibit 4, p. 2, General Condition 10. This bald statement, with no evidence to support its assertion that Matos will be denied use of WSAN's site falls well short of a prima facie case. See, Gencom v. F.C.C., supra.

32. The clear language of the Permit provides Mr. Colón Ventura with permission to engage in the "operation of a commercial FM radio broadcasting antenna facility." Indeed, in Appendix A to the Permit, the Fish and Wildlife Service declare that Mr. Colón Ventura's antenna and transmitter are his private property. Petition, Exhibit 4, p. 3, Appendix A to Permit, ¶ 2(c). These two parts of the Permit can be read to provide Mr. Colón Ventura the right to allow another antenna on his property (the tower) without the need for special permission.

33. How the language of the Permit might be read, and whether or not the Fish and Wildlife Service is required to, or will give its permission to Matos to locate his antenna on Colón Ventura's existing tower, are not the abiding questions. The only question for consideration is whether Matos had reasonable assurance of the availability of the site that he proposed in his application. The facts and the case law establish that, absent verified, concrete allegations that the Fish and Wildlife Service's permission was not forthcoming, Matos had the necessary assurance.

34. It is well established that an applicant need not

demonstrate advance government approval, or even the likelihood thereof, in order to have a reasonable assurance of site availability. Warren Price Communications, Inc., 6 FCC Rcd 4424 (¶ 7) (1991), citing, Gencom v. F.C.C., supra. A difference of opinion as to whether a zoning change will be approved is not sufficient. "Absent evidence to the contrary, there is an assumption that local authorities will act favorably on zoning requests." Id., citing, El Camino Broadcasting Corp., 14 FCC 2d 361, 363 (Rev. Bd. 1968). The same standard holds true when dealing with federal agencies.

35. In Arizona One Radio, Inc., 103 FCC 2d 550 (Rev. Bd. 1986), the Review Board declined to add a site issue when presented with evidence that indicated the possibility that the Bureau of Land Management ("BLM") might not approve the location of an FM radio tower on land that it controlled.

36. Prior to filing its application, an applicant procured a letter from BLM indicating that an "undeveloped designated communications site" might be available for use as a tower site. However, after the application was filed, the BLM's Area Manager submitted a letter to the FCC indicating that the BLM had taken "no final actions nor made any final decisions" regarding the FM application and that "serious issues and conflicts" would have to be resolved before a decision could be reached. Id. at ¶ 3, 4.

construction of a radio tower and location of a transmitter. Further, the Permit specifically provides that Mr. Colón Ventura must accommodate the operation of Cellular Communications of P.R., including access to the site area, use of the access road and attachment to the power lines at the site. Petition Exhibit 4, p. 3, Appendix A to the Permit.

38. The Petitioners have failed to meet their burden. See, Gencom v. F.C.C., supra. No specific allegations of facts, supported by affidavits of persons with first hand knowledge of facts, have been presented by the Petitioners to raise a question as to Matos' reasonable assurance of a site. Therefore, this aspect of the petition to enlarge must also fail. 47 C.F.R. § 1.229(d).

C. Conclusion

39. None of the issues that Santiago and Rodriguez petition to have designated against Matos should be added. The majority of the "facts" relied upon have been known to the Petitioners since Matos' application was filed. The remainder were available to the Petitioners by May 5, 1993, the date of the Standard Document Exchange.

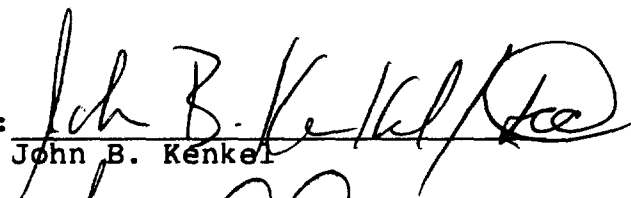
40. The "facts" that the Petitioners rely on are insufficient to raise substantial questions of material facts as required by § 1.229 of the Commission's Rules and are not supported by affidavits from persons with first hand knowledge of the facts. 47 C.F.R. § 1.229. All of Matos' representations concerning the availability of adequate financing and reasonable assurance for his proposed


facility at Culebra are undisputed. Therefore, the Petition must be dismissed as untimely and/or substantively denied.

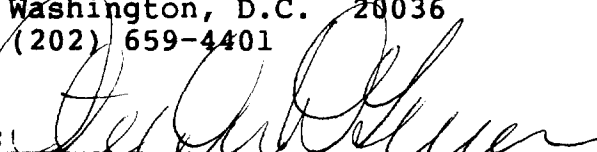
WHEREFORE, in light of the foregoing, Matos respectfully requests that the Presiding Judge dismiss or deny the Petition to Enlarge Issues filed by Santiago and Rodriguez.

Respectfully submitted,

AURIO A. MATOS

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His Counsel

Dated: July 9, 1993
0969/enlarge.opp

DECLARACIÓN DE AURIO A. MATOS

Yo, Aurio A. Matos, declaro que lo siguiente es la verdad, bajo pena por comisión de perjurio:

1. Tengo pendiente una solicitud para una emisora de radiodifusión de clase FM que funcionaría en canal 293 con ciudad de licencia en Culebra, Puerto Rico.

2. Mis abogados en Washington me han dado un resumen en español de la Petición (Petition to Enlarge Issues) presentada al FCC por Lloyd Santiago-Santos y Lourdes Rodríguez Bonet ("Santiago y Rodríguez"), en la cual Santiago y Rodríguez arguyen que (1) no estoy asegurado de la disponibilidad de suficientes fondos para construir mi emisora y operarla por tres meses sin ingresos y (2) no estoy asegurado de la disponibilidad del sitio de mi antena y transmisor. Yo niego absolutamente como falsos las acusaciones de parte de Santiago y Rodríguez.

Fondos Para Construir y Operar La Emisora

3. En los últimos días de octubre de 1991, me reuní con Annie Rodríguez Seda, en aquel tiempo la gerente del sucursal de Southern Mortgage Corporation ("SOMO") en Mayagüez, Puerto Rico. SOMO había financiado la compra de una casa y fui impresionado con la manera en que SOMO condujo su tarea de ayudar la persona quien compró mi casa.

4. Antes de mi reunión con Srta. Rodríguez, mi abogado en Washington, Scott Cinnamon, me había enviado una muestra de la carta que yo necesitará como prueba de la disponibilidad de

suficientes fondos para construir y operar la emisora en Culebra. Además, Sr. Cinnamon me había explicado los trámites necesarios para mostrar al FCC la disponibilidad de los fondos.

5. Durante mi primera sesión con Srta. Rodríguez, expliqué mi situación financiera, incluyendo una discusión detallada de todo mis bienes y pasivos. Le di una descripción completa de mis terrenos y propiedades.

6. También le explique mis planes para la construcción y operación de la emisora en Culebra. Tuvimos una discusión sobre los trámites que SOMO incluirá en un préstamo.

7. La próxima semana nos reunimos una segunda vez. Srta. Rodríguez me explicó que SOMO había hecho una investigación de mi historia de crédito, que había investigado la información sobre mis bienes y que me dará una carta mostrando la disponibilidad de \$250,000 para construir y operar la emisora en Culebra. Usando la muestra que me había enviado mi abogado, ella me indicó que me enviaría una carta lo antes posible. Últimamente recibí su carta de 4 de noviembre de 1991. En esa carta basé mi certificación de la disponibilidad de fondos de SOMO.

Disponibilidad de Sitio de la Antena

8. En septiembre de 1991, al saber que el FCC había colocado la frecuencia a Culebra, me reuní con Carlos J. Colón Ventura, presidente de la emisora WSAN(FM), Culebra, Puerto Rico. En actual, la torre de Sr. Colón Ventura es la única torre alta en la isla de Culebra. El me dió permiso para poner mi antena en su

DECLARATION OF STEPHEN DIAZ GAVIN

I, Stephen Diaz Gavin, do hereby declare that the following is true and correct:

I am licensed to practice law before the Federal Communications Commission. I am co-counsel to Aurio A. Matos, an applicant for a new FM station at Culebra, Puerto Rico.

I am also fluent in the Spanish language. Pursuant to Section 1.355 of the Commission's Rules, I have translated the foregoing "Declaración of Aurio A. Matos," which is Exhibit 1 of this Opposition to Petition to Enlarge the Issues. I certify that what appears below in quotations is a full and correct translation of the "Declaración" document that appears on Pages 1-3 of Exhibit 1:

"Aurio A. Matos declares that the following is true and correct, under penalty of perjury:

"1. I have an application pending for a new FM radio broadcast station that will operate on channel 293 with Culebra, Puerto Rico as its community of license.

"2. My lawyers in Washington have provided me a summary in spanish of the Petition to Enlarge Issues filed with the FCC by Lloyd Santiago-Santos and Lourdes Rodriguez Bonet ("Santiago and Rodriguez"), in which Santiago and Rodriguez argue that (1) I do not have reasonable assurance of the availability of sufficient

torre. No me indicó que fue necesario obtener el permiso de ningún departamento del gobierno para colocar mi antena en la torre de WSAN. Cuando yo certifique la solicitud, aunque yo entendí que Sr. Colón Ventura tiene el terreno rentado al gobierno, el permiso para colocar una antena en la torre del Sr. Colón Ventura solo él lo puede permitir, ya que la torre es su propiedad.

Fecha: 8 de julio de 1993


Aurio A. Matos

conducted itself in assisting the person who purchased my home.

"4. Prior to my meeting with Ms. Rodriguez, my counsel in Washington, Scott Cinnamon, had sent me a sample letter of the type that I would need as proof of the availability of [Page 2] sufficient funds to construct and operate the Culebra station. In addition, Mr. Cinnamon had explained to me the steps necessary to show the FCC the availability of the funds.

"5. During my first meeting with Ms. Rodriguez, I explained my financial situation, including a detailed discussion of my assets and liabilities. I provided her a complete description of my lands and properties.

"6. I also explained my plans for the construction and operation of the station in Culebra. We discussed the terms that SOMO would include in a loan.

"7. The following week, we met for a second time.

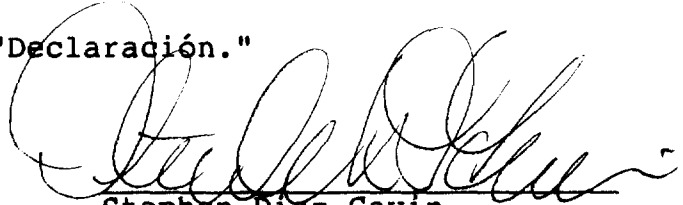


"Dated: July 8, 1993

Aurio M. Matos"

My Declaration is offered not for purposes of asserting the truth of the matters asserted in Mr. Matos' "Declaración" but rather only as a true translation of the "Declaración."

Dated: July 9, 1993



Stephen Diaz Gavin